

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Release") is made and entered into by and between Charles E. Cherry, Joseph L. Pryor, and Robert Reyes (collectively "Plaintiffs"), and the City of Greensboro (the "City").

WITNESSETH:

WHEREAS Plaintiffs filed a lawsuit captioned "Charles E. Cherry, Joseph L. Pryor, and Robert Reyes, Plaintiffs, v. City of Greensboro, Defendant," in the United States District Court for the Middle District of North Carolina (No. 1:12-CV-217) (the "*Cherry Civil Action*");

WHEREAS Cherry and Pryor, with others, filed lawsuits captioned "Lawrence Alexander, Jr., et al., Plaintiffs, v. The City of Greensboro, et al., Defendants," which was previously pending in the United States District Court for the Middle District of North Carolina (No. 1:09-CV-293) (the "*Alexander I Action*"), and the second captioned "Lawrence Alexander, Jr., et al., Plaintiffs, v. The City of Greensboro, Defendant," which was previously pending in the United States District Court for the Middle District of North Carolina (No. 1:09-CV-934), and is currently pending in the United States Court of Appeals for the Fourth Circuit (No. 14-1067) (the "*Alexander II Action*") (collectively the "*Alexander Civil Actions*");

WHEREAS the City denies any and all liability and that any action by it resulted in damage to Plaintiffs;

WHEREAS on 18 December 2013, the United States District Court for the Middle District of North Carolina granted the City's summary judgment motion as to all Cherry and Pryor's claims in the *Alexander Civil Actions*, and Cherry and Pryor have appealed that decision with respect to their claims in the *Alexander II Action*;

WHEREAS Plaintiffs, on behalf of themselves, their heirs and assigns, and the City now desire to settle fully and finally all claims that have been or could be the subject of the *Cherry* Civil Action or the *Alexander* Civil Actions and any litigation or disagreements between Plaintiffs on the one hand and the City on the other hand that have arisen or could have arisen from the beginning of time through the date of this Settlement Agreement and Release;

WHEREAS it is the City's position that the monies paid as set forth herein are for the reimbursement of costs Plaintiffs have incurred in connection with the *Cherry* Civil Action and the *Alexander* Civil Actions, although the City recognizes that this position is not binding on Plaintiffs;

NOW, THEREFORE, in consideration of the promises and payment by or on behalf of the City to Plaintiffs, as set forth below, the receipt and sufficiency of which is hereby expressly acknowledged, Plaintiffs hereby agree as follows:

1. **Payment.** The sum of Forty Five Thousand Dollars (\$45,000.00) (the "Settlement Proceeds") will be paid by the City to Plaintiffs as follows: a check issued to the Southern Coalition for Social Justice Trust Account.

2. **Release and Discharge.** In consideration of the aforesaid payment, Plaintiffs, on behalf of themselves, their heirs and assigns (the "Releasors"), do hereby fully release, remise, and forever discharge the City, including its current and former attorneys, agents, employees, servants, representatives, predecessors, successors, parents, subsidiaries, affiliates, insurers, and assigns (the "Released Parties") from any and all claims, demands, actions, or causes of action which have arisen or that could have arisen from the beginning of time through the date of this Settlement Agreement and Release.

3. **No Admission of Liability.** It is understood and agreed that this Release does not constitute and is not to be construed as an acknowledgment of liability or responsibility on the part of any Released Party, liability and damages being expressly denied, but is hereby made by and on behalf of the Released Parties solely for the purpose of terminating the controversy between the parties and avoiding the expense and inconvenience of litigation.

4. **Fees and Costs.** It is understood and agreed that the sum being paid pursuant to Paragraph 1 is inclusive of all third-party liens, damages, litigation expenses, interest, counsel fees, and any costs whatsoever that could be chargeable to any Released Party. Plaintiffs shall bear their own costs and attorneys' fees incurred in connection with the *Cherry* Civil Action and the *Alexander* Civil Actions, this Release, all matters referred to herein, and all related matters, to the extent those costs and fees exceed the amount of the payment set out in Paragraph 1. Plaintiffs shall not bear the costs or attorneys' fees incurred by the City in connection with the *Cherry* Civil Action, the *Alexander* Civil Actions, this Release, all matters referred to herein, and all related matters.

5. **No Other Liens or Claims.** The Releasors warrant and represent that there are no other claims by themselves or others and no liens or claims for any expense or any other lien or claim of any kind or character related to or arising out of the claims that are the subjects of the *Cherry* Civil Action, the *Alexander* Civil Actions, and/or this Release. The Releasors understand and acknowledge that the consideration mentioned in Paragraph 1 is all the monies and/or property ever to be paid to Releasors or their heirs, executors, administrators, or assigns as a result of or in any way arising out of or connected with the *Cherry* Civil Action, the *Alexander* Civil Actions, and the matters released herein. The Releasors agree that they will be fully responsible for payment of any medical expenses, hospital liens, and subrogation liens and that

the Releasors shall be fully responsible for payment of any legal fees, court costs, and any other expenses, past, present or future, incurred by or on behalf of the Releasors and related to or in any way arising from or connected with the *Cherry* Civil Action, the *Alexander* Civil Actions, and/or the claims in the *Cherry* Civil Action and the *Alexander* Civil Actions.

6. **Complete Release.** It is understood and agreed that this is a full, final, and complete release, and that the terms of this Release may not be changed orally. The parties further agree and acknowledge that this written Release sets forth all of the terms and conditions between them concerning the subject matter of this Release, superseding all prior oral and written statements and representations, and that there are no terms or conditions between the parties except as specifically set forth in this Release.

7. **Authority to Execute Release.** Plaintiffs represent and warrant that they are authorized to execute this Release and to fully release any and all claims arising from or related to the *Cherry* Civil Action, the *Alexander* Civil Actions, and/or the claims in the *Cherry* Civil Action and the *Alexander* Civil Actions as set forth in Paragraph 2. Plaintiffs represent and warrant that no other person or entity has any rights or interests in the claims and items hereby released by way of assignment or otherwise. Plaintiffs further represent and warrant that they each have the full power and authority to review and execute this Release and to be bound by the Settlement Agreement and Release.

8. **Drafting of Document; Reliance and Tax Indemnity.** This Agreement has been jointly drafted by counsel for Plaintiffs and counsel for the City. Plaintiffs warrant, represent and agree that they are not relying on the advice of the City or its attorneys, including as to the legal and/or income tax consequences of this Settlement Agreement and Release. The Releasors hereby release and discharge the Released Parties and their attorneys from any and all

claims, rights, damages and costs of any nature whatsoever that may hereinafter arise by reason of the legal or income tax consequences of this Settlement Agreement and Release.

9. **Representation of Comprehension of Release.** Plaintiffs acknowledge that they have read this Settlement Agreement and Release of All Claims, that they have had the advice of counsel, and that no promise or representation of any kind, except as herein expressly set forth, has been made by any Released Party or anyone acting for any Released Party. The parties executing this Release have relied fully and completely on his/its own judgment and the advice of his/its attorneys, in executing this Release.

10. **Protective Orders.** The Protective Orders entered in the *Cherry* Civil Action and the *Alexander* Civil Actions remain in effect, according to their terms. This paragraph shall not prohibit any party from disclosing information that is required by an order of a court or other government or administrative licensing board or agency with legal authority to issue same, or which may be necessary or required by law, including due to the City's status as a local political subdivision of the State of North Carolina and its being subject to relevant statutes and regulations, including but not limited to the public records and/or open meetings laws of North Carolina.

11. **Dismissal With Prejudice.** Within five (5) business days of delivery of the Settlement Proceeds, Plaintiffs will cause to be filed (a) a Joint Stipulation of Dismissal with Prejudice in the *Cherry* Civil Action pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii), and (b) a Joint Stipulation of Dismissal with Prejudice in the appeal of the *Alexander* Civil Actions pursuant to Fed. R. App. P. 42(b) and Local Rule 42.

12. **Mutual Non-disparagement.** Each Plaintiff may only state: (1) that he was employed by the City, (2) provide the dates of his hiring and termination, (3) describe his rank(s)

and duties; (4) that he was terminated by the City, that he contested the propriety of the termination and brought a lawsuit, that the lawsuit was settled to the mutual satisfaction of him and the City; and (5) that the City does not look unfavorably on his future employment by another person or entity. Except for describing their employment and its conclusion in the manner set forth in the preceding sentence, Plaintiffs shall not publicly refer to the issues in dispute between Plaintiffs on the one hand and the City on the other hand in the *Cherry* Civil Action and the *Alexander* Civil Actions, and shall not make any public statements related to the issues covered by this Settlement Agreement and Release that would tend to disparage the City, including its current and former attorneys, agents, employees, servants, representatives, predecessors, successors, parents, subsidiaries, affiliates, insurers, and assigns, nor shall they intentionally cause any other person or entity to do the same. These provisions would not bar Plaintiffs from responding in a non-disparaging manner to questions from current, future, or prospective employers. Except for describing Plaintiffs' employment and its conclusion in the manner set forth in Paragraph 13, the City shall not publicly refer to the issues in dispute between Plaintiffs on the one hand and the City on the other hand in the *Cherry* Civil Action and the *Alexander* Civil Actions, and shall not make any public statements related to the issues covered by this Settlement Agreement and Release that would tend to disparage Plaintiffs, nor shall it intentionally cause any other person or entity to do the same. The parties recognize and agree that the preceding sentence would not apply to any statements that may be made by any elected representatives of the City, but would apply to official actions of the City (e.g., official actions of the Greensboro City Council or the City's executive functions). These provisions shall not prohibit any party from disclosing information that is required by an order of a court or other government or administrative licensing board or agency with legal authority to issue same,

or which may be necessary or required by law, including due to the City's status as a local political subdivision of the State of North Carolina and its being subject to relevant statutes and regulations, including but not limited to the public records and/or open meetings laws of North Carolina.

13. **Responding to Inquiries About Plaintiffs.** In the event the City receives inquiries from potential, current, or future employers of a Plaintiff, requests for references, or similar inquiries, the City will provide in response the dates of the Plaintiff's hiring and termination, and a description of the Plaintiff's rank(s) and duties. Additionally, the City may state in such a response that the Plaintiff was terminated by the City, that the Plaintiff contested the propriety of the termination and brought a lawsuit, that the lawsuit was settled to the mutual satisfaction of the Plaintiff and the City, and that the City does not look unfavorably on future employment of the Plaintiff by another person or entity, or words to that effect. The City will prepare a letter on City letterhead that includes these statements for each Plaintiff, and will cause a copy of said letter to be placed in each Plaintiff's personnel files. The City will provide a copy of said letter to each respective Plaintiff. The City may use this letter in response to any inquiries by potential, current, or future employers of a Plaintiff, requests for references, or similar inquiries. These provisions shall not prohibit any party from disclosing information that is required by an order of a court or other government or administrative licensing board or agency with legal authority to issue same, or which may be necessary or required by law, including due to the City's status as a local political subdivision of the State of North Carolina and its being subject to relevant statutes and regulations, including but not limited to the public records and/or open meetings laws of North Carolina. Neither these provisions nor the provisions of Paragraph 12 shall prohibit the City from disclosing otherwise protected

information in a Plaintiff's personnel files when the Plaintiff has authorized a person or entity to have access to that information.

14. **Other Documents.** Plaintiffs and their counsel agree to execute any other documents necessary to effectuate fully the terms of this compromise and settlement.

15. **Governing Law.** This Release shall be construed in accordance with the laws of the State of North Carolina.

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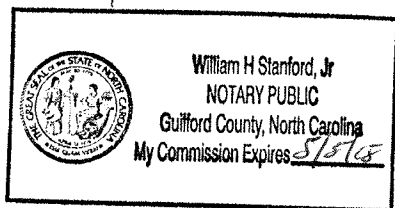
Executed this the 7 day of July, 2014.

Charles E. Cherry
Charles E. Cherry

STATE OF NORTH CAROLINA
Guilford COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document Charles E. Cherry.

Today's Date: July 7, 2014



William H. Stanford, Jr.
[Notary's signature as name appears on seal]

William H. Stanford, Jr.
[Notary's printed name as name appears on seal]

My commission expires: 5/5/15

[Affix Notary Seal in Space Above]

Reviewed and Approved:

Anita S. Earls
Anita S. Earls
Southern Coalition for Social Justice
1415 West Highway 54, Suite 101
Durham, NC 27707
Counsel for Plaintiffs

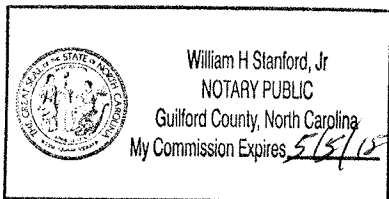
Executed this the 7 day of July, 2014.

Joseph L. Pryor
Joseph L. Pryor

STATE OF NORTH CAROLINA
Guilford **COUNTY**

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document Joseph L. Pryor.

Today's Date: July 7, 2014



William H. Stanford, Jr.
[Notary's signature as name appears on seal]

William H. Stanford, Jr.
[Notary's printed name as name appears on seal]

My commission expires: 5/5/15

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Reviewed and Approved:

Anita S. Earls
Anita S. Earls
Southern Coalition for Social Justice
1415 West Highway 54, Suite 101
Durham, NC 27707
Counsel for Plaintiffs

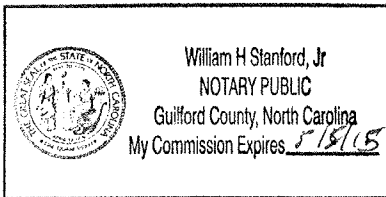
Executed this the 7 day of July, 2014.

Robert Reyes
Robert Reyes

STATE OF NORTH CAROLINA
Guilford COUNTY

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document Robert Reyes.

Today's Date: July 7, 2014



William H. Stanford, Jr.
[Notary's signature/as name appears on seal]

William H. Stanford, Jr.
[Notary's printed name as name appears on seal]

My commission expires: 5/5/15

[Affix Notary Seal in Space Above]

Reviewed and Approved:

Anita S. Earls
Anita S. Earls
Southern Coalition for Social Justice
1415 West Highway 54, Suite 101
Durham, NC 27707
Counsel for Plaintiffs

CITY OF GREENSBORO, NORTH CAROLINA

By:



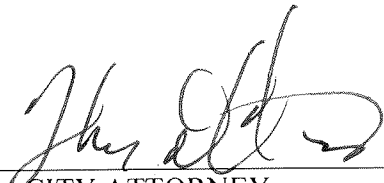
Asst. CITY MANAGER

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY